

ENTERED

December 05, 2018

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
LAREDO DIVISION

ANTONIO DIAZ,

Plaintiff,

VS.

LANDSTAR INWAY, INC., *et al.*,

Defendants.

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CIVIL ACTION NO. 5:16-CV-317

MEMORANDUM

Before the Court is the Parties' Stipulation of Dismissal of Plaintiff's Claims with Prejudice (Dkt. No. 61). Parties in a civil suit may generally dismiss the suit without a court order upon the filing of a stipulation of dismissal "signed by all parties who have appeared." FED. R. CIV. P. 41(a)(1)(A)(ii). This general rule is subject to limitations in class action suits, shareholder derivative suits, and suits where the court has appointed a receiver. *See* FED. R. CIV. P. 41(a). None of those limitations apply here.

Thus, because the filing is signed by all parties who have appeared in this case, all of Plaintiff's claims were dismissed with prejudice "effective upon [the] filing" of the Stipulation of Dismissal. *See SmallBizPros, Inc. v. MacDonald*, 618 F.3d 458, 463 (5th Cir. 2010) ("Because filing a voluntary stipulation of dismissal . . . is effective immediately, any action by the district court after the filing of such a stipulation can have no force or effect because the matter has already been dismissed by the parties themselves without any court action.").

The Clerk of Court is hereby directed to **CLOSE** this case.

SIGNED December 5, 2018.



Marina Garcia Marmolejo
United States District Judge